

## Our terms

### 1 **These terms**

- 1.1 These terms and conditions apply to [www.karndean.com/en-gb/floors/](http://www.karndean.com/en-gb/floors/) (the “Marketplace”) which is operated by Karndean International Limited (“Karndean”) (whose registered office address is Crab Apple Way, Vale Park, Evesham, Worcestershire, WR11 1GP and whose company number is 01612506 and VAT number is **GB 918 3850 05**).
- 1.2 **It is important that you understand that the products sold on the Marketplace are sold to you either by Karndean or other retailers of flooring products (in both cases being the “Seller”).**
- 1.3 **When the Seller is not Karndean, Karndean is only helping the Seller to facilitate transactions that are carried out through the Marketplace. In those cases:**
- 1.3.1 **Karndean is not the seller of the products and shall have no liability to you for any claims, demands, losses, damages, or penalties arising out of any transaction with a Seller;**
- 1.3.2 **you will have a contract with the Seller for the supply of the products, you will not have a contract with Karndean;**
- 1.3.3 **this means that the Seller is solely responsible for supplying the products to you and for the quality of those products, and you are responsible for making payment to the Seller via the Marketplace.**
- 1.4 When you place an order for any products on the Marketplace, you are placing an order and legally contracting with the relevant Seller. To use this Marketplace you must be legally capable of entering into a contract and be over 18 years of age. Products are made available on the Marketplace to consumers only. If you are a business then you must not purchase products from the Marketplace. The Terms and conditions current at the time of your order will apply to your contract with the Seller.
- 1.5 These terms and conditions are subject to change at any time. You should check these terms and conditions posted on the Marketplace periodically to ensure that you

are aware of and comply with the current version. Any such change will be effective to all new orders once included in the text of these terms and conditions and posted on the Marketplace. Your acceptance of these terms and conditions is given when you purchase products from the relevant Seller(s).

- 1.6 You are responsible for ensuring that your login details, password and all other details in relation to your account remain confidential at all times. Neither Karndean nor the Seller shall be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.
- 1.7 **What these terms cover.** These are the terms and conditions on which you can purchase products from the Marketplace.
- 1.8 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or on the Marketplace, please contact us to discuss.

## **2 Information about us and how to contact us**

- 2.1 **How to contact us.** You can contact us by telephoning our customer service team at 01386 820200 or by writing to us at [info@karndean.co.uk](mailto:info@karndean.co.uk) or by post at Crab Apple Way, Evesham WR11 1GP.
- 2.2 **How we may contact you.** If Karndean or the Seller have to contact you, Karndean or the Seller will do so by telephone or by writing to you at the email address or postal address you provided in your order.
- 2.3 **“Writing” includes emails.** When the words “writing” or “written” in these terms are used, this includes emails.

## **3 The Seller’s contract with you**

- 3.1 **How the Seller will accept your order.** The acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and the Seller.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the

product is out of stock, because of unexpected limits on the Seller's resources which the Seller could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we or the Seller has identified an error in the price or description of the product or because the Seller is unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us and the Seller if you use the order number whenever you contact us and the Seller about your order.

3.4 **We only sell to the UK.** The Marketplace is solely for the promotion of our products in the UK. We do not accept orders from or deliver to addresses outside the UK.

## **4 The products**

4.1 **Products may vary slightly from their pictures.** The images of the products on the Marketplace are for illustrative purposes only. Although we and the Seller have made every effort to display the colours accurately, neither we nor the Seller can guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on the Marketplace.

4.3 The products and promotions which are offered on the Marketplace by the Seller may not be available in the Seller's store, and vice-versa.

## **5 Your rights to make changes**

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

## **6 The Seller's rights to make changes**

6.1 **Minor changes to the products.** The Seller may change the product:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
  - 6.1.2 to implement minor technical adjustments and improvements, but these changes will not affect your use of the product, and if the Seller needs to make more significant changes to the products or changes to these terms, we will notify you.
- 6.2 **More significant changes to the products and these terms.** You may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

## **7 Providing the products**

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on the Marketplace.
- 7.2 **When we will provide the products.** During the order process we will let you know when the products will be provided to you. Unless an alternative delivery period is displayed in the Marketplace, the products will be delivered to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.3 **We are not responsible for delays outside of its control.** If the Seller's supply of the products is delayed by an event outside of its control then we will contact you as soon as possible to let you know and the Seller will take steps to minimise the effect of the delay. Provided the Seller does this the Seller will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the products from the Seller's premises, you can collect them from the Seller at any time during the normal working hours of the Seller's premises. Details will be displayed on the Marketplace.
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products, we will leave you a note informing you of how to rearrange delivery or collect the products from a local collection point.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a collection point, we will contact you for further instructions and may charge you for

storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

**7.7 Your legal rights if we deliver products late.** You have legal rights if any products are delivered late. If the delivery deadline for any products is missed then you may treat the contract as at an end straight away if any of the following apply:

7.7.1 we have refused to deliver the products;

7.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

7.7.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

**7.8 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 7.7*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

**7.9 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 7.7* or *clause 7.8*, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that the Seller will refund any sums you have paid for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you collected them, send them back to us or allow us to collect them from you. The Seller will pay the costs of carriage or collection. Please call us for a return label or to arrange collection.

**7.10 When you become responsible for the products.** The products will be your responsibility from the time the products are delivered to the address you gave us or you collect it from the Seller.

**7.11 When you own products.** You own the products once we have accepted your order.

7.12 **What will happen if you do not give required information to us.** We may need certain information from you so that it can supply the products to you. If so, this will have been stated in the description of the products on the Marketplace. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us and the Seller for any extra work that is required as a result. The Seller will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of asking for it.

## **8 Your rights to end the contract**

8.1 **You can always end your contract with the Seller.** Your rights when you end the contract will depend on whether there is anything wrong with the product, how the Seller was performing and when you decide to end the contract:

8.1.1 **If any product you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see clause 11;**

8.1.2 **If you want to end the contract because of something the Seller has done or has told you it is going to do, see clause 8.2;**

8.1.3 **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;

8.1.4 **In all other cases (if the Seller is not at fault and there is no right to change your mind), see clause 8.6.**

8.2 **Ending the contract because of something the Seller has done or is going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.4 below the contract will end immediately and the Seller will refund you in full for any products which have not been provided and you may also be entitled to compensation. Those reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside the Seller's control; or

8.2.4 you have a legal right to end the contract because of something the Seller has done wrong (including late delivery (see *clause 7.7*)).

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought on the Marketplace you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in these terms.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of any products which become mixed inseparably with other items after their delivery to you.

8.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products.

8.6 **Ending the contract where the Seller is not at fault and there is no right to change your mind.** Even if the Seller is not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay the Seller compensation. Your contract for your products is completed when the product is delivered. If you want to end a contract before it is completed where the Seller is not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and the Seller will refund any sums paid by you for products not provided but the Seller may deduct from that refund reasonable compensation for the net costs the Seller will incur as a result of your ending the contract.

## 9 **How to end the contract with the Seller (including if you have changed your mind)**

9.1 **Tell the Seller you want to end the contract.** To end the contract with the Seller, please let us know.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to the Seller. You must either return the products in person, send them back to the Seller or allow the Seller to collect them from you. Please contact the Seller for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the products within 14 days of telling the Seller you wish to end the contract.

9.3 **When the Seller will pay the costs of return.** The Seller will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something the Seller has done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 **What the Seller charges for collection.** If you are responsible for the costs of return and the Seller is collecting the product from you, the Seller will charge you the direct cost to the Seller of collection. The costs of collection will be the same as the Seller's charges for standard delivery or as set out in the Seller's delivery policy.

9.5 **How the Seller will refund you.** The Seller will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1 The Seller may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If the Seller refunds you the price paid before the Seller is able to inspect the products and later discovers you have handled them in an unacceptable way, you must pay the Seller an appropriate amount.



9.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method the Seller offers. For example, if the Seller offers delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then the Seller will only refund what you would have paid for the cheaper delivery option.

9.7 **When your refund will be made.** The Seller will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

9.7.1 If the Seller has not offered to collect them, your refund will be made within 14 days from the day on which the Seller receives the product back from you or, if earlier, the day on which you provide the Seller with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.7.2 In all other cases, your refund will be made within 14 days of your telling the Seller you have changed your mind

## 10 **The Seller's rights to end the contract**

10.1 **The Seller may end the contract if you break it.** The Seller may end the contract for a product at any time by writing to you if:

10.1.1 you do not, within a reasonable time of the Seller asking for it, provide the Seller with information that is necessary for the Seller to provide the products; or

10.1.2 you do not, within a reasonable time, allow us to deliver the products to you or collect them from the Seller.

10.2 **You must compensate the Seller if you break the contract.** If the Seller ends the contract in the situations set out in clause 10.1 the Seller will refund any money you have paid in advance for products the Seller has not provided but the Seller may deduct or charge you reasonable compensation for the net costs it will incur as a result of your breaking the contract.

## **11 If there is a problem with the product**

- 11.1 **How to tell the Seller about problems.** If you have any questions or complaints about the product, please contact us.
- 11.2 **Summary of your legal rights.** The Seller is under a legal duty to supply products that are in conformity with this contract. Also, the Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. Nothing in these terms will affect your legal rights.
- 11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject defective products you must either return them in person to where you collected them, send them back to the Seller or (if they are not suitable for sending) allow the Seller to collect them from you. The Seller will pay the costs of postage or collection. Please contact the Seller for a return label or to arrange collection.

## **12 Price and payment**

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. Karndean and the Seller take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if the Seller discovers an error in the price of the product you order.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if the price on the Marketplace is wrong.** It is always possible that, despite our best efforts, some of the products on the Marketplace may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, the Seller may end the contract, refund you any sums you have paid and require the return of any products provided to you.

12.4 **When you must pay and how you must pay.** We accept payment with most debit or credit cards. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

### 13 **Our responsibility for loss or damage suffered by you**

13.1 **The Seller is responsible to you for foreseeable loss and damage caused by the Seller.** If the Seller fails to comply with these terms, the Seller is responsible for loss or damage you suffer that is a foreseeable result of the Seller breaking the contract with you, but the Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Seller and you knew it might happen (for example, if you discussed it with the Seller during the sales process).

13.2 **The Seller does not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by the Seller's negligence or the negligence of the Seller's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information about the product on the Marketplace; of satisfactory quality and fit for any particular purpose described on the Marketplace.

13.3 **The Seller is not liable for business losses.** The products on the Marketplace are only sold for domestic and private use. If you use the products for any commercial, business or re-sale purpose the Seller will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### 14 **How Kardean and the Seller may use your personal information**

14.1 **How we will use your personal information.** Kardean and the Seller will use the personal information you provide to us:

14.1.1 to supply the products to you;

14.1.2 to process your payment for the products; and

14.1.3 if you agreed to this during the order process, to give you information about similar products that either of us provide, but you may stop receiving this at any time by contacting us.

14.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 **We will give your personal information to the Seller. We will only give your personal information to any other party where the law either requires or allows us to do so.**

## 15 **Other important terms**

15.1 **The Seller may transfer this Agreement to someone else.** The Seller may transfer its rights and obligations under these terms to another organisation. The Seller will always tell you in writing if this happens and the Seller will ensure that the transfer will not affect your rights under the contract.

15.2 **You need the Seller's consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if the Seller agrees to this in writing.

15.3 **Nobody else has any rights under this contract.** This contract is between you and the Seller. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if the Seller delays in enforcing this contract, the Seller can still enforce it later.** If the Seller does not insist immediately that you do anything you are required to do under these terms, or if the Seller delays in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent the Seller taking steps against you at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.